

## **SECTION 2**

### **PROPOSED REGULATIONS WITH STATEMENT OF PURPOSE**

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**The Regulations of Connecticut State Agencies are amended by adding Sections 8-68f-1 through 8-68f-23, inclusive, as follows:**

#### **(NEW) Sec. 8-68f-1. Definitions**

The following definitions apply to Sections 8-68f-1 through 8-68f-23 inclusive, of the Regulations of Connecticut State Agencies:

- (1) "Complainant" means any Tenant whose Grievance is presented to the Landlord in accordance with sections 8-68f-20 through 8-68f-21 of the Regulations of Connecticut State Agencies;
- (2) "Criminal activity" means the intentional commission of an act usually deemed socially harmful or dangerous and specifically defined, prohibited, and punishable as a crime, as said term is defined in section 53a-24(a) of the Connecticut General Statutes;
- (3) "Department" means the Department of Economic and Community Development or its successor agency;
- (4) "Dwelling Unit" has the same meaning as provided in section 47a-15(d) of the Connecticut General Statutes;
- (5) "Family" has the same meaning as provided in section 8-39(t) of the Connecticut General Statutes;
- (6) "Grievance" means any dispute, which a Tenant may have with respect to the Landlord's action or failure to act in accordance with the individual Tenant's lease, or the Landlord's regulations that adversely effect the individual Tenant's rights, duties, welfare or status;
- (7) "Hearing" means a Grievance hearing conducted by a Hearing Officer or Hearing Panel;
- (8) "Hearing Officer" means a person selected in accordance with section 8-68f-20 of the Regulations of Connecticut State Agencies to conduct a Hearing and render a decision with respect thereto;
- (9) "Hearing Panel" means a panel selected in accordance with section 8-68f-20 of the Regulations of Connecticut State Agencies to hear Grievances and render a decision with respect thereto;
- (10) "Household" means the Family, any Live-In Aide as such term is defined in subsection (13) of this section, and any foster child, each of whose tenancy has been approved by the Landlord;
- (11) "Housing Authority" has the same meaning as provided in section 8-39(b) of the Connecticut General Statutes;
- (12) "Landlord" means a Housing Authority which receives financial assistance under any state housing program and the Connecticut Housing Finance Authority or its subsidiary when said authority or subsidiary is the successor owner of housing previously owned by a Housing Authority under section 8-69 et seq. or section 8-112a et seq. of the Connecticut General Statutes;

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- (13) "Live-in Aide" means a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who: (i) is determined to be essential to the care and well being of the person(s); (ii) is not obligated for the support of the person(s); and (iii) would not be living in the Dwelling Unit except to provide the necessary supportive services;
- (14) "Premises" means the building or complex or development in which the Dwelling Unit is located, including common areas and grounds which is owned and operated by a Landlord as defined in subsection (12) of this section;
- (15) "Pre-termination notice" means the notice issued to a Tenant specifying the acts or omissions constituting a breach of lease or rental agreement, such that the lease or rental agreement shall terminate upon a date not less than fifteen days after receipt of such notice, which notice shall be consistent with section 47a-15 of the Connecticut General Statutes;
- (16) "Tenant" has the same meaning as provided in section 47a-1(l) of the Connecticut General Statutes; and
- (17) "Termination notice" has the same meaning as provided in section 47a-23 of the Connecticut General Statutes.

### **(NEW) Sec. 8-68f-2. General Lease Provisions**

Each Landlord that received or receives financial assistance under any state housing program shall enter into a written lease with each Tenant. The lease between the Landlord and each Tenant of a Dwelling Unit shall comply with Title 47a of the Connecticut General Statutes and contain the provisions described in this section. The lease shall state:

- (a) The names of the Landlord and Tenant;
- (b) The composition of the Family as approved by the Landlord (Household members and any Landlord-approved Live-In Aide);
- (c) That Tenant shall promptly inform the Landlord of the birth, adoption or court-awarded custody of a child;
- (d) That Tenant shall request Landlord's written approval to add any other person as a permitted occupant of the Dwelling Unit;
- (e) The Dwelling Unit rented (by address, apartment number, and any other information needed to identify the Dwelling Unit);
- (f) The term of the lease and provisions for renewal if any;
- (g) The annual rent to be charged, including the monthly installment thereof, the amount of any security deposit, what utilities, services and equipment are to be supplied by the Landlord at no additional cost to Tenant, and what utilities and appliances are to be paid for by Tenant; and
- (h) That a statement of charges to the Tenant for maintenance and repair beyond normal wear and tear will be incorporated by reference into the lease. Revisions to the statement of charges shall be made in accordance with section 8-68f-14 of the Regulations of Connecticut State Agencies.

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**(NEW) Sec. 8-68f-3. Payments Due Under the Lease**

- (a) The Tenant shall pay the rent in equal monthly installments as set forth in the lease, subject to adjustment in accordance with Department regulations and policies and other requirements. The amount of the Tenant rent is subject to change in accordance with Department regulations and policies. Pursuant to section 47a-3a(c) of the Connecticut General Statutes, Landlord shall provide a written receipt for cash payment of rent.
- (b) The lease shall specify the initial amount of the Tenant rent at the beginning of the initial lease term. The Landlord shall give the Tenant proper notice stating any change in the amount of Tenant rent and when the change is effective. Notice shall be given in accordance with section 8-68f-11 of the Regulations of Connecticut State Agencies.
- (c) The lease may provide for charges to the Tenant for maintenance and repair beyond normal wear and tear and for consumption of excess utilities. The lease shall state the basis for the determination of any such charges. The imposition of charges for consumption of excess utilities is permissible only to the extent permitted by state or federal law and only if such charges are consistent with the provisions of 24 CFR 966.4(b)(2).
- (d) At the option of the Landlord, the lease may provide for payment of reasonable penalties for late payment to the extent any such penalties are permitted under Connecticut law.
- (e) The lease shall provide that charges assessed under subsections (c) and (d) of this section shall not be due and collectible until two weeks after the Landlord gives written notice of the charges. Such notice constitutes a notice of adverse action and shall meet the requirements governing a notice of adverse action in accordance with subsections (i) and (j) of section 8-68f-6 of the Regulations of Connecticut State Agencies.
- (f) Such adverse action includes, but is not limited to: a proposed lease termination; transfer of the Tenant to another Dwelling Unit; imposition of charges for maintenance and repair; or imposition of charges for excess consumption of utilities.
- (g) At the option of the Landlord, the Landlord may require the Tenant to pay a security deposit.
  - (1) The amount of the security deposit, if any, shall not exceed the amounts permitted by section 47a-21(b) of the Connecticut General Statutes.
  - (2) Any Landlord approved to provide housing for senior citizens and disabled persons under the provisions of part VI or VII or chapter 128 of the Connecticut General Statutes shall do so in accordance with section 47a-22a of the Connecticut General Statutes.

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#### **(NEW) Sec. 8-68f-4. Redetermination of Rent and Household Composition**

The lease shall provide for redetermination of rent and Household composition, which redetermination shall include:

- (a) The frequency of regular rental redetermination and the basis for interim redetermination;
- (b) An agreement by the Tenant to furnish such information and certifications regarding Household composition and income as may be necessary for the Landlord to make determinations with respect to rent, eligibility, and the appropriateness of Dwelling Unit size;
- (c) An agreement by the Tenant to transfer to an appropriately sized Dwelling Unit based on Household composition, upon proper notice by the Landlord that such a Dwelling Unit is available; and
- (d) Provisions indicating that when the Landlord redetermines the amount of rent payable by the Tenant, not including determination of the Landlord's schedule of utility allowances, or determines that the Tenant shall transfer to another Dwelling Unit based on Household composition, the Landlord shall notify the Tenant in writing of the basis for the Landlord's determination, and indicate that if the Tenant does not agree with the determination, the Tenant shall have the right to request a Hearing under the Landlord's Grievance procedure.

#### **(NEW) Sec. 8-68f-5. Tenant's Right To Use and Occupancy**

- (a) The lease shall provide that the Tenant shall have the right to exclusive use and occupancy of the Dwelling Unit by members of the Household authorized to reside in the Dwelling Unit by the lease, including reasonable accommodation of Tenant's guests in compliance with the Landlord's guest policy, if any. The term "guest" means a person temporarily staying in the Dwelling Unit with the consent of a Tenant or other member of the Household who has express or implied authority to consent on behalf of the Tenant and does not mean a Tenant.
- (b) To use the Dwelling Unit solely as a primary residence for the Tenant and the Tenant's Household as identified in the lease, and not to use or permit its use for any other purpose. To the extent permitted by applicable law and with the prior written consent of the Landlord, members of the Household may engage in legal profit-making activities in the Dwelling Unit where the Landlord has determined that such activities are incidental to the primary use of the Dwelling Unit as a residence by members of the Household.
- (c) With the consent of the Landlord, a foster child or a Live-In Aide may reside in the Dwelling Unit. The Landlord may adopt reasonable policies concerning residence by a foster child or a Live-In Aide, and shall detail the circumstances under which Landlord consent will be given or denied. Under such policies, factors to be considered by the Landlord may include, but are not necessarily limited to:
  - (1) Whether the addition of a new occupant may necessitate a transfer of the Tenant Household to another Dwelling Unit, and whether any other Dwelling Units are available; and
  - (2) The Landlord's obligation to make reasonable accommodation for persons with disabilities.

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**(NEW) Sec. 8-68f-6. Landlord's Obligations**

The lease shall set forth the Landlord's obligations under the lease, which obligations are in addition to Landlord's Responsibilities in section 47a-7 of the Connecticut General Statutes, and which shall include the following:

- (a) To maintain the Dwelling Unit and the Premises in decent, safe and sanitary condition;
- (b) To comply with requirements of applicable building and housing codes materially effecting health and safety;
- (c) To make necessary repairs to the Dwelling Unit;
- (d) To keep the Premises and facilities, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- (f) To provide, maintain and arrange for the removal of appropriate receptacles and facilities (except for indoor containers for the exclusive use of an individual Tenant Household) for the deposit of ashes, garbage, rubbish and other waste removed from the Dwelling Unit by the Tenant in accordance with subsection (f) of section 8-68f-7 of the Regulations of Connecticut State Agencies;
- (g) To supply running water and reasonable amounts of hot water at all times and reasonable amounts of heat in compliance with section 19a-109 of the Connecticut General Statutes, except where the building that includes the Dwelling Unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection;
- (h) To provide the Tenant with a written receipt for cash payment of rent which receipt shall comply with section 47a-3a(c) of the Connecticut General Statutes, if Landlord's policies permit cash payments;
- (i) To provide written notice to the Tenant of the specific grounds for any proposed adverse action by the Landlord.
  - (1) Such adverse action includes, but is not limited to, a proposed lease termination, the transfer of the Tenant to another Dwelling Unit, the imposition of any charges or assessments as set forth in section 8-68f-3 of the Regulations of Connecticut State Agencies, or the imposition of charges for maintenance and repair, or for excess consumption of utilities.
- (j) When the Landlord is required to afford the Tenant an opportunity for a Hearing under the Landlord's Grievance procedure for a Grievance concerning a proposed adverse action:
  - (1) The notice of proposed adverse action shall inform the Tenant of the right to request a Hearing. In the case of a proposed lease termination, a notice of lease termination provided in accordance with section

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8-68f-11 of the Regulations of Connecticut State Agencies shall constitute adequate notice of proposed adverse action.

- (2) In the case of a proposed adverse action other than a proposed lease termination, the Landlord shall not take the proposed adverse action until the time for the Tenant to request a Hearing has expired, and (if a Hearing was timely requested by the Tenant) the Grievance process has been completed.

#### **(NEW) Sec. 8-68f-7. Tenant's Obligations**

The lease shall set forth the Tenant's obligations under the lease, which obligations are in addition to Tenant's Responsibilities in section 47a-11 of the Connecticut General Statutes, and which shall include the following:

- (a) Not to assign the lease or to sublease the Dwelling Unit;
- (b) Not to provide accommodations for boarders or lodgers;
- (c) To abide by necessary and reasonable rules and regulations promulgated by the Landlord from time to time pursuant to section 47a-9 of the Connecticut General Statutes for the benefit and well-being of the Premises and its Tenants, which rules and regulations shall be posted in the Premises' office and incorporated by reference in the lease;
- (d) To comply with all obligations primarily imposed upon Tenants by applicable provisions of any building, housing, or fire codes materially effecting health and safety;
- (e) To keep the Dwelling Unit and such other areas as may be assigned to the Tenant for the Tenant's exclusive use as clean and safe as the condition of the Premises and Dwelling Unit permit;
- (f) To dispose of all ashes, garbage, rubbish, and other waste from the Dwelling Unit in a sanitary and safe manner;
- (g) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;
- (h) To refrain from, and cause Household members and guests to refrain from willfully or negligently destroying, defacing, damaging, or removing any part of the Dwelling Unit or the Premises;
- (i) To pay reasonable charges for the repair of damages (other than for wear and tear) to the Dwelling Unit, or to the Premises (including damages to buildings, facilities or common areas) negligently or willfully caused by the Tenant, a member of the Household or a guest;
- (j) To act, and cause Household members and guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the Premises in a decent, safe and sanitary condition;
- (k) To make reasonable efforts to assure that no Tenant, any member of the Household, or a guest, engages in:

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- (1) Any Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other Tenants or employees of the Landlord, or
- (2) Any drug-related criminal activity on, off, or near such Premises. Any drug-related criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the Dwelling Unit. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as such term is defined in Section 102 of the Controlled Substances Act, 21 USC 802.
- (l) To make reasonable efforts to assure that no other person under the Tenant's control engages in:
  - (1) Any Criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other Tenants, or
  - (2) Any drug-related criminal activity on the Premises.
- (m) The lease may provide that the Tenant shall perform seasonal maintenance or other maintenance tasks, as specified in the lease, only where performance of such tasks by Tenants of similar Dwelling Units is customary, provided that such provision is included in the lease in good faith and not for the purpose of evading the obligations of the Landlord. The Landlord shall exempt Tenants who are unable to perform such tasks due to age, disability, or upon request for a reasonable accommodation.

**(NEW) Sec. 8-68f-8. Hazards to Life, Health or Safety**

In the event that the Premises are damaged or conditions are created which are hazardous to life, health, or safety of the occupants, the lease shall provide that:

- (a) The Tenant shall immediately notify the Landlord of the damage;
- (b) The Landlord shall make repairs to the Dwelling Unit within a reasonable period of time. If the damage was willfully or negligently caused by the Tenant, a member of the Household or guests, or another person under the Tenant's control, the reasonable cost of the repairs may be charged to the Tenant;
- (c) The Landlord shall offer adequate replacement housing, if available, in circumstances where necessary repairs cannot be made within a reasonable period of time;
- (d) The Landlord shall provide for the abatement of rent in proportion to the seriousness of the damage and loss in value as a Dwelling Unit for periods in which repairs are not made or alternative accommodations not provided in accordance with either subsection (b) or subsection (c) of this section, except that no abatement of rent shall occur if the Tenant unreasonably rejects the replacement housing or if the damage was negligently or willfully caused by the Tenant, a member of the Household or guests, or another person under the Tenant's control; and



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- (e) The Tenant's remedies for lack of adequate performance by the Landlord shall be in accordance with applicable law, including, without limitation, section 47a-14 of the Connecticut General Statutes.

**(NEW) Sec. 8-68f-9. Pre-occupancy and Pre-termination Inspections**

The lease shall provide that the Landlord and the Tenant, or their respective representative(s) shall inspect the Dwelling Unit prior to commencement of occupancy. The Landlord will furnish the Tenant with a written statement of the condition of the Dwelling Unit, the appliances and the equipment provided in the Dwelling Unit. The Landlord and the Tenant shall sign the statement, and the Landlord shall retain a copy of the statement in the Tenant's file. The Landlord shall inspect the Dwelling Unit at the time the Tenant vacates it to determine any damage charges in accordance with subsection (b) of section 8-68f-8 of the Regulations of Connecticut State Agencies. Tenant shall be afforded the opportunity to be present at the inspection, unless the Tenant vacates without notice to the Landlord.

**(NEW) Sec. 8-68f-10. Entry of Dwelling Unit during Tenancy**

The lease shall set forth the circumstances under which the Landlord may enter the Dwelling Unit during the Tenant's possession thereof, which shall be in addition to the provisions of sections 47a-16 and 47a-16a of the Connecticut General Statutes, and shall include provision that:

- (a) A Landlord may not enter the Dwelling Unit without the consent of the Tenant except where there is reasonable cause to believe that an emergency exists;
- (b) The Landlord may not enter the Dwelling Unit without advance notification to the Tenant except: (1) when there is reasonable cause to believe that an emergency exists or (2) if the Tenant has abandoned or surrendered the Dwelling Unit;
- (c) Absent special circumstances, a written statement specifying the purpose of the Landlord entry delivered to the Dwelling Unit at least forty-eight hours before such entry shall be considered reasonable advance notification; and
- (d) If the Tenant and all adult members of the Household are absent from the Dwelling Unit at the time of entry, the Landlord shall leave in the Dwelling Unit a written statement specifying the date, time and purpose of entry prior to leaving the Dwelling Unit.

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#### **(NEW) Sec. 8-68f-11. Notice Procedures**

The lease shall provide procedures to be followed by the Landlord and Tenants in giving notice to each other, which shall require that:

- (a) Except as provided in section 8-68f-10 of the Regulations of Connecticut State Agencies, any Pre-termination notice or other notice to the Tenant shall be in writing and delivered to the Tenant's Dwelling Unit or sent by prepaid first-class mail, properly addressed to the Tenant. If the Tenant is visually impaired, all notices shall be in an accessible format;
- (b) Except as otherwise provided in the lease, Tenant shall provide notice to the Landlord in writing and deliver it to the Premises' office or the Landlord's central office or send it by prepaid first class mail, properly addressed; and
- (c) A notice of adverse action to the Tenant shall state specific grounds for the action or lease termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine Landlord documents directly relevant to the action. When the Landlord is required to give the Tenant the opportunity for a Hearing, the notice shall also inform the Tenant of the right to and method for requesting a Hearing.

#### **(NEW) Sec. 8-68f-12. Termination of the Lease**

The lease shall indicate the procedures to be followed by the Landlord and the Tenant in terminating the lease, including:

- (a) That the Landlord shall not terminate or refuse to renew the lease other than:
  - (1) For serious or repeated violation of material terms of the lease, such as the following:
    - (A) Failure to make payments for rent and other charges due under the lease; or
    - (B) Failure to fulfill Tenant's obligations, as described in section 8-68f-7 of the Regulations of Connecticut State Agencies.
  - (2) Being over an income limit for the applicable housing program.
  - (3) For other good cause, which shall include, but not be limited to, the following:
    - (A) Failure to accept the Landlord's offer of a lease within the time period specified in the lease;
    - (B) Failure to comply with Landlord's rules and regulations promulgated in accordance with section 47a-9 of the Connecticut General Statutes and section 8-68f-11 of the Regulations of Connecticut State Agencies;
    - (C) Criminal activity as provided in subdivision (3) of subsection (b) of this section;

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- (D) Discovery after admission of facts that made the Tenant ineligible; and
  - (E) Discovery of material false statement or fraud by the Tenant in connection with an application for assistance with housing or with reexamination of income.
- (b) That the Landlord shall give written notice of the termination of the lease of not less than fourteen (14) days in the case of failure to pay rent. In other cases, considering the seriousness of the situation, a reasonable period of time shall be provided, but not to exceed thirty (30) days in any of the following:
- (1) If the health or safety of other Tenants, Landlord's employees, or persons residing in the immediate vicinity of the Dwelling Unit or Premises is threatened; or
  - (2) If any member of the Household has engaged in any drug-related criminal activity or violent Criminal activity; or
  - (3) If any member of the Household has been convicted of a felony that threatens the health, safety or right to peaceful enjoyment of the Dwelling Unit or Premises by other Tenants or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises.
- (c) That the Termination notice shall state the reasons for the termination, shall inform the Tenant of Tenant's right to examine the Landlord's documents directly relevant to the termination and to make such reply as the Tenant may wish, and of Tenant's right to request an informal settlement in accordance with the Landlord's Grievance procedure;
- (d) The Landlord is not required to grant a Hearing for any Grievance concerning a termination of tenancy or eviction that involves:
- (1) Any Criminal activity that threatens the health or safety of other Tenants, Landlord's employees, or persons residing in the immediate vicinity of the Dwelling Unit or; or
  - (2) Any Criminal activity by a member of the Household connected to any violent or drug-related criminal activity on or off the Premises; or
  - (3) Any Criminal activity by a member of the Household which has resulted in a felony conviction.
- (e) If a determination has been made that the Complainant's Grievance is not eligible for a Hearing, such determination shall not constitute a waiver of Complainant's right to contest the Landlord's disposition of the Grievance in an appropriate judicial proceeding.
- (f) A notice to quit, required by section 47a-23 of the Connecticut General Statutes, may be combined with, or run concurrently with, a Termination notice.
- (g) When Landlord is not required to grant a Hearing, the Termination notice shall state that the Tenant is not entitled to a Hearing on the termination and shall state the reason.

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**(NEW) Sec. 8-68f-13. Provision for Modifications**

The lease shall provide that any modification thereto shall be mutually agreed upon, in writing, and incorporated into the original lease. Nothing in the lease, however, shall preclude a waiver of the writing requirement by mutual agreement or by course of conduct.

**(NEW) Sec. 8-68f-14. Posting of Policies, Rules and Regulations**

- (a) Schedules of special charges for services, repairs and utilities, and Landlord's rules and regulations that shall be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the Premises' office and other central locations within the development. Copies of these documents shall be provided to Tenants and shall be furnished to prospective Tenants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least thirty (30) calendar days written notice to each effected Tenant setting forth the proposed modification, the reasons therefore, and providing the Tenants with an opportunity to present written comments. A copy of such notice shall be:
- (1) Delivered directly or mailed to each Tenant; and
  - (2) Posted in at least three (3) conspicuous places within each structure or building in which the effected Dwelling Units are located, as well as in a conspicuous place at the Premises' office, if any, or posted in a similar central business location within the Premises.
- (b) Prior to the proposed modification becoming effective, the Landlord shall summarize the relevant comments received and provide a response as to why those comments were or were not incorporated. Such summary and response shall be provided to each effected Tenant.

**(NEW) Sec. 8-68f-15. Prohibited Lease Provisions**

- (a) The lease shall not contain provisions that are prohibited by section 47a-4 of the Connecticut General Statutes or 24 CFR 966.6.
- (b) A provision prohibited by subsection (a) of this section which has been included in a lease is unenforceable.

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**(NEW) Sec. 8-68f-16. Accommodation of Persons with Disabilities**

- (a) For all aspects of the lease and Grievance procedures, persons with disabilities shall be provided reasonable accommodation to the extent necessary to provide the persons with disabilities with an opportunity to use and occupy the Dwelling Unit that is equal to a non-disabled person.
- (b) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during tenancy, request reasonable accommodation of a Household member with a documented disability, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

**(NEW) Sec. 8-68f-17. Grievance Procedure**

The lease shall provide that all disputes concerning the obligations of the Tenant or the Landlord shall be resolved in accordance with the Landlord's Grievance procedure. The Landlord's Grievance procedure shall not be applicable to disputes between Tenants not involving the Landlord or to class Grievances. The Landlord's Grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and Landlord.

**(NEW) Sec. 8-68f-18. Informal Settlement of Grievances**

- (a) Any Grievance shall be personally presented, either orally or in writing, to the Landlord's office or to the office at the Premises where Complainant resides so that the Grievance may be discussed informally and settled without a Hearing.
- (b) A written summary of such discussion shall be prepared within a reasonable period of time and one copy shall be given to the Tenant and one retained in the Landlord's Tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the Grievance and the specific reasons therefore, and shall specify the procedures by which a Hearing under section 8-68f-20 of the Regulations of Connecticut State Agencies may be requested if the Complainant is not satisfied.
- (c) Informal settlement of Grievances is encouraged, and every effort should be made to minimize administrative costs associated with an informal settlement. Therefore, actions which result in an undue financial burden on the Tenant or the Landlord are discouraged.

**(NEW) Sec. 8-68f-19. Right To a Hearing**

- (a) Upon filing a written request and after compliance with all procedures provided in sections 8-68f-1 through 8-68f-18 of the Regulations of Connecticut State Agencies, a Complainant shall be entitled to a Hearing before a Hearing Officer or Hearing Panel, as applicable.

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- (b) The Hearing Officer or Hearing Panel is not required to grant a Hearing for any Grievance concerning a termination of tenancy or eviction which occurs in connection with one or more of the prohibited activities set forth in subsection (d) of section 8-68f-12 of the Regulations of Connecticut State Agencies.

**(NEW) Sec. 8-68f-20. Procedures to Request a Hearing**

- (a) Request for Hearing. The Complainant shall submit a written request for a Hearing to the Landlord at the office at the Premises within a reasonable period of time after receipt of the written summary of discussion prepared pursuant to section 8-68f-18 of the Regulations of Connecticut State Agencies.

The written request shall specify:

- (1) The reasons for the Grievance; and
  - (2) The action or relief sought.
- (b) Selection of Hearing Officer or Hearing Panel. A Hearing shall be conducted by an impartial person or persons, other than a person who made or approved the Landlord action under review or a subordinate of such person (but who may be an officer or member of the Landlord's board of commissioners), as follows:
- (1) The method or methods for appointment of a Hearing Officer or Hearing Panel shall be stated in the Grievance procedures.
  - (2) The Landlord may use either of the following methods to appoint a Hearing Officer or Hearing Panel:
    - (A) A method approved by a duly elected and constituted Tenant organization, or in the absence of such organization, the majority of Tenants (in any building, group of buildings or projects, or group of projects to which the method is applicable) voting in an election or meeting of Tenants held for that purpose; or
    - (B) Appointment of a person or persons (who may be an officer or member of the Landlord's Board of Commissioners) selected in the manner required under the Landlord's Grievance procedures. In the event that the Tenant objects to the original appointment of the person or persons selected, the appointment of an alternate Hearing Officer may be proposed by the Landlord.

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- (3) In the event the method selected for the appointment of a Hearing Officer or Hearing Panel in accordance with either subparagraph (A) or (B) of subdivision (2) of subsection (b) of this section fails to select an impartial person or persons within thirty (30) calendar days from Complainant's written request for a Hearing, then the Landlord's disposition of the Grievance under section 8-68f-18 of the Regulations of Connecticut State Agencies shall become final: provided, that failure to appoint an impartial person or persons shall not constitute a waiver by the Complainant of his right thereafter to contest the Landlord's action in disposing of the Grievance in an appropriate judicial proceeding.
- (c) Failure to request a Hearing. If the Complainant does not request a Hearing in accordance with subsection (a) of this section, then the Landlord's disposition of the Grievance under section 8-68f-18 of the Regulations of Connecticut State Agencies shall become final; provided, that failure to request a Hearing shall not constitute a waiver by the Complainant of his right thereafter to contest the Landlord's action in disposing of the Grievance in an appropriate judicial proceeding.
- (d) Hearing prerequisite. All Grievances shall be personally presented either orally or in writing pursuant to the informal settlement procedure prescribed in section 8-68f-18 of the Regulations of Connecticut State Agencies as a condition precedent to a Hearing under this section; provided, that if the Complainant shall show good cause for failure to proceed in accordance with section 8-68f-18 of the Regulations of Connecticut State Agencies to the Hearing Officer or Hearing Panel, the provisions of this subsection may be waived by the Hearing Officer or Hearing Panel.
- (e) Scheduling of Hearings. Upon Complainant's compliance with subsections (a), (d) and (e) of this section, a Hearing shall be promptly scheduled by the Hearing Officer or Hearing Panel for a time and place reasonably convenient to both the Complainant and the Landlord. A written notice specifying the time, place and the procedures governing the Hearing shall be delivered to the Complainant and the appropriate Landlord representative.
- (f) Expedited Grievance procedure. The Landlord may establish an expedited Grievance procedure for any Grievance concerning a termination of tenancy or eviction based on one or more of the subdivisions of subsection (d) of section 8-68f-12 of the Regulations of Connecticut State Agencies.
- (g) In the case of a Grievance under the expedited Grievance procedure permitted by subsection (f) of this section, section 8-68f-18 of the Regulations of Connecticut State Agencies is not applicable.
- (h) Subject to the requirements of this section, the Landlord may adopt special procedures concerning a Hearing under the expedited Grievance procedure, including provisions for expedited notice or scheduling, or provisions for an expedited decision on the Grievance.

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**(NEW) Sec. 8-68f-21. Procedures Governing the Hearing**

- (a) The Complainant shall be afforded a fair Hearing by written policy of the Landlord, which policy shall provide for:
- (1) A reasonable opportunity prior to the Hearing to examine any documents, records, or regulations directly relevant to the Hearing. The Complainant shall be allowed to copy any such document at the Complainant's expense. At the Hearing, the Landlord may not discuss any document not made available to Complainant after a request by the Complainant;
  - (2) The right to be represented by counsel or other person chosen as his representative;
  - (3) The right to a private Hearing unless the Complainant requests a public Hearing;
  - (4) The right to present evidence and arguments in support of the Grievance, to contest evidence presented by the Landlord, and to confront and cross-examine all witnesses on whose testimony or information the Landlord relies; and
  - (5) A decision based solely and exclusively upon the facts, documents, records, regulations and testimony presented at the Hearing.
- (b) If the Complainant or the Landlord fails to appear at a scheduled Hearing, the Hearing Officer or Hearing Panel may make a determination to postpone the Hearing for a period not to exceed five (5) business days or may make a determination that the Complainant or Landlord has waived his right to a Hearing. Both the Complainant and the Landlord shall be notified of the determination. If a determination has been made that the Complainant or Landlord has waived his right to a Hearing, it shall not constitute a waiver of Complainant's right to contest the Landlord's disposition of the Grievance in an appropriate judicial proceeding.
- (c) At the Hearing, the Complainant shall first make a showing of an entitlement to the relief sought and thereafter the Landlord shall sustain the burden of justifying the Landlord action or failure to act against which the Grievance is directed.
- (d) The Hearing shall be conducted informally and oral or documentary evidence pertinent to the facts and issues raised by the Complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer or Hearing Panel shall require the Landlord, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the direction of the Hearing Officer or Hearing Panel to obtain order may result in exclusion from the Hearing or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- (e) The Complainant or the Landlord may arrange, in advance and at the expense of the party making the request, for a transcript of the Hearing. Any interested party may purchase a copy of such transcript.



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- (f) Accommodation of persons with disabilities. The Landlord shall provide reasonable accommodation for persons with disabilities to participate in the Hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any required notice to the Tenant shall be in an accessible format.

**(NEW) Sec. 8-68f-22. Decision of the Hearing Officer or Hearing Panel**

- (a) The Hearing Officer or Hearing Panel shall prepare a written decision, together with the reasons for the decision within a reasonable period of time after the Hearing. A copy of the decision shall be sent to the Complainant and the Landlord. The Landlord shall retain a copy of the decision in the Tenant's file. A copy of such decision, with all names and identifying references deleted, shall also be kept on file by the Landlord and made available for inspection by a prospective Complainant, his representative, or the Hearing Panel or Hearing Officer.
- (b) The decision of the Hearing Officer or Hearing Panel shall be binding on the Landlord, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Landlord determines within a reasonable period of time, and promptly notifies the Complainant of its determination, that:
- (1) The Grievance does not concern Landlord action or failure to act in accordance with or involving the Complainant's lease or Landlord rules/regulations, which adversely effect the Complainant's rights, duties, welfare or status; or
  - (2) The decision of the Hearing Officer or Hearing Panel is contrary to applicable federal, state or local law, Department policy, state regulations, or contractual requirements between the Department and the Landlord.
- (c) A decision by the Hearing Officer or Hearing Panel in favor of the Landlord or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor effect in any manner whatever, any rights the Complainant may have to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

**(NEW) Sec. 8-68f-23. Facilitation Of Tenant Participation In The Operation Of Housing Owned Or Operated By A Landlord Which Receives Financial Assistance Under Any State Housing Program**

- (a) Each Landlord shall make a good faith effort to encourage the participation of Tenants in the Landlord's operation of state housing programs and, where appropriate, facilitate Tenant participation in the management of its housing projects.

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**STATEMENT OF PURPOSE:** To implement the provisions of 8-68f of the Connecticut General Statutes, which requires the Commissioner of the Department of Economic and Community Development to establish, for housing owned or operated by a Landlord which receives financial assistance under any state housing program, uniform minimum standards to: (1) provide each of its Tenants with a written lease, (2) adopt a procedure for hearing Tenant complaints and Grievances, (3) adopt procedures for soliciting Tenant comment on proposed changes in Landlord policies and procedures, including changes to its form of lease and to its admission and occupancy policies, and (4) encourage Tenant participation in the Landlord's operation of state housing programs, including, where appropriate, the facilitation of Tenant participation in the management of housing projects. If such Landlord operates both a federal and state assisted housing program, it shall use the same procedure for hearing Tenant Grievances in both programs.